

# **City of Kirkland**

## **Request for Proposal**

### **Broadcast Automation and Production Services**

#### **Job # 16-11-IT**

**Issue Date:** April 28, 2011

**Due Date:** 4 p.m. (Pacific Daylight Time), May 17, 2011

## REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

### **Broadcast Automation and Production Services**

File with Purchasing, Finance Department, 123 5<sup>th</sup> Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4:00 p.m., PDT, May 17<sup>th</sup>, 2011, will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/> (Click on City Purchasing) or by contacting the RFP Coordinator, Donna Gaw at [dgaw@kirklandwa.gov](mailto:dgaw@kirklandwa.gov).

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with the City of Kirkland equal opportunity requirements. The City of Kirkland is committed to a program of equal employment opportunity regardless of race, color, creed, sex, sexual orientation, age, nationality or disability.

**Dated this 28th day of April, 2011**

Barry L. Scott, C.P.M.  
Purchasing Agent

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## Chapter I: General RFP Information

### ***Chapter I: General RFP Information***

#### **OBJECTIVE OF THIS RFP**

The purpose of this RFP is to solicit proposals to contract for as-needed services from qualified vendors for our Broadcast Automation and Production System. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience with Broadcast Automation and Production Systems in businesses and/or local government agencies of similar size to Kirkland, and in larger agencies.

#### **BACKGROUND**

##### **THE CITY OF KIRKLAND**

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the fourteenth largest in the State of Washington. Our population is 47,770. A full [community profile](#) can be found on our website.

##### **KIRKLAND BROADCAST AUTOMATION / VIDEO ENVIRONMENT**

The City of Kirkland's Broadcast Automation and Production System is responsible for video recording and live broadcast of City Council meetings, recording & rebroadcasting of special presentations, production of special programs, video transmission, editing, and the content and airing of programs on four television channels. Two television channels are with Comcast Cable, KGOV Channel 21 and KLife Channel 75. The same two channels are also aired by Frontier Communications as Channels 31 and 32 respectively.

## Chapter I: General RFP Information

The equipment that will need supporting, includes, but is not limited to, the following items:

- Field and Studio and Broadcast Equipment
- Sony XDCAM Camcorder PD-570
- Sony DXC 390 cameras
- Daiwa Pan Tilt Heads 3DCP2
- Sony DSR-PD170 DVCAM Camcorder
- DSR-25 DVCAM Compact Desktop Recorder VCR
- Sony PDW1500 Deck
- PDW-D1 XDCAM Disc Drive
- Panasonic MX-20, MX-50 & MX-70
- Knox 16x16 router
- Leitch Panacea 8x8 router
- BrightEye 24 and 25 SDI Converters
- Broadcast System Components (to be familiar with but not necessarily to repair)
  - Omneon Media Deck
  - Avid Deko 550 Character Generators
  - Avid Automation System (Formerly Sundance) Prep, Sidon, NXT Air Computers
- Other miscellaneous equipment includes: routers, sound system, video editing system, analog broadcast transmitters, character generators, television monitors, distribution amplifiers, scan converters, video monitors and audio mixers.

## REQUESTED SERVICES

We are looking for a firm, or partnered set of firms, to provide the City with engineering, maintenance, installation, operation and repair services for the City's Broadcast Automation and Production System, as well as various other miscellaneous audio/video services. Note: The successful candidate will be required to sign the City's Non-Disclosure Agreement (see Attachment B).

## Chapter I: General RFP Information

### RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator  
Donna Gaw, Network & Operations Manager  
Address: City of Kirkland  
Information Technology  
123 5<sup>th</sup> Avenue  
Kirkland, Washington 98033  
Telephone: 425-587-3080  
E-mail: [dgaw@kirklandwa.gov](mailto:dgaw@kirklandwa.gov)

### PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

**Note:** The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	April 28, 2011
Vendor Questions (if any) Due	May 11, 2011
Answers to RFP Questions Released	May 12, 2011
Proposal Responses Due	May 17, 2011
Finalists selected	May 19, 2011
Vendor interviews (please reserve this date)	May 25, 2011 and May 31, 2011
Vendor Selection	June 2, 2011
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Network Evaluation Complete	To be determined
Final Acceptance	To be determined

## Chapter I: General RFP Information

### LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by May 11, 2011. An email attachment sent to Donna Gaw at [dgaw@Kirklandwa.gov](mailto:dgaw@Kirklandwa.gov) is fine. Letters sent via facsimile will be accepted at (425) 587-3055. The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the vendor's responsibility to monitor the website to get answers to any questions.

A list of all vendors submitting a letter of intent will be available upon request.

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

### QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (PDT) on May 11, 2011. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to [dgaw@kirklandwa.gov](mailto:dgaw@kirklandwa.gov) is fine. Letters sent via facsimile will be accepted at (425) 587-3055. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 12:00 p.m. on May 12, 2011.

## Chapter I: General RFP Information

### PROPOSAL PREPARATION

#### General Information

**It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.**

***Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP.*** The City of Kirkland is using a “forms-based” approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., “apples-to-apples”) way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

### PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

<b>Due Date:</b>	<b><i>Sealed Proposals must be received by the Purchasing Agent no later than May 17, 2011 at 4:00 p.m. (Pacific Daylight Time).</i></b> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland’s system by 4:00 p.m. <b>Emailed proposals must be in either MS Word or PDF format.</b> All proposals and accompanying documentation will become the property of the City and will not be returned.
<b>Number of Copies:</b>	An electronic copy of the vendor’s proposal, in its entirety, must be received as specified above.  The City will <b>not</b> accept facsimile.
<b>Address for Submission:</b>	<b>City of Kirkland Attn: Purchasing Agent Broadcast Automation and Production Services, Job # 16-11-IT 123 5<sup>th</sup> Ave Kirkland, WA 98033</b>  <a href="mailto:bscott@ci.kirkland.wa.us">bscott@ci.kirkland.wa.us</a>



## Chapter I: General RFP Information

### **EVALUATION PROCEDURES**

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's qualifications meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

### ***Chapter II: Required Proposal Response Forms***

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Key Staff Background Information
- 6) Customer Reference

### **PROPOSAL PREPARATION INSTRUCTIONS**

**To prepare your proposal, follow these instructions:**

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 97 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
4. When your proposal is finished, refer to the proposal submission instructions in this document.

### **FORM 1: COVER LETTER**

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
  - Non-Collusion Certificate
  - Non-Disclosure Agreement

[TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

### **FORM 2: PROPOSAL SUMMARY**

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.]

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

## **Chapter II: Required Proposal Response Forms**

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[Use this space as needed for page 2 of your proposal summary.]

### **FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS**

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For: \_\_\_\_\_

## Chapter II: Required Proposal Response Forms

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### **FORM 4: GENERAL VENDOR INFORMATION**

[Use this form to provide information about your firm.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
◆ Consulting	
◆ Telecommunications	
◆ Sales, marketing, and administrative support	
◆ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?

3. Which office would service this account?

4. In the following table, please list the job titles, hourly rates and job function(s) of the staff that will be servicing this account

Job Title	Hourly Rate	Job Function

## Chapter II: Required Proposal Response Forms

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[form 4 continued...]

5. What hours are staff available to service the City's account? Are there evening and weekend rates?
6. Describe spare equipment and parts availability. How would the City be charged for parts?
7. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number

8. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.



## **Chapter II: Required Proposal Response Forms**

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A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

## **Chapter II: Required Proposal Response Forms**

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[Please use this space to respond to Question 8 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

### FORM 5: KEY STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed account manager.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	

### FORM 6: CUSTOMER REFERENCE FORM

[Using the tables below, **please list five private sector clients and all public sector clients for whom you have broadcast automation and production services or other services relevant to this RFP over the past two years.** Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
Url where plan copy is available for view (if applicable)				
Customer Size	Service Description	Start Date	End Date	Contract amount

### ***Appendices***

#### **RFP AMENDMENTS**

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

#### **VENDOR'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

#### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

#### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

#### **PROPOSAL VAILIDITY PERIOD**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

## **Appendices**

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### **CITY TAXATION**

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

### **PUBLIC RECORDS**

“Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

### **ACQUISITION AUTHORITY**

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

### **CONTRACT AWARD AND EXECUTION**

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

### **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

#### **A. Minimum Scope of Insurance**

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

#### **B. Minimum Levels of Insurance**

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.



## Appendices

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2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **D. Other Provisions**

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
  - a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
  - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

## Appendices

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Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

### **E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

### **F. Verification of Coverage**

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### **G. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **H. Asbestos or Hazardous Materials Abatement Work**

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

## **EQUAL OPPORTUNITY COMPLIANCE**

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

### **OTHER COMPLIANCE REQUIREMENTS**

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

### **OWNERSHIP OF DOCUMENTS**

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

### **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## ATTACHMENTS

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### ***ATTACHMENTS***

## ATTACHMENTS

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### Attachment A: Non-Collusion Certificate

#### NON-COLLUSION CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

#### Broadcast Automation and Production Services

\_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

**By:** \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

CORPORATE SEAL:

### Attachment B: Non-Disclosure Agreement



### NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement ("the Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and \_\_\_\_\_, a \_\_\_\_ corporation ("the vendor").

Whereas, the Vendor is the successful candidate for the Broadcast Automation and Production Services; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to complete this project, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.

2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.

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3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.

4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.

7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.

9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.

10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the

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foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.

11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.

12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

\_\_\_\_\_  
<Company Name>

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_